Professional Services Agreement

This Professional Services Agreement ("**PSA**") is between the Workday entity identified on the Signature Document ("**Workday**") and the legal entity signing the Signature Document referencing this PSA ("**Customer**"). The parties agree as follows:

1. Terms of the MSA. This PSA incorporates the terms and conditions of the MSA and modifies certain of them to apply to Workday's provision of Professional Services to Customer; however, this PSA is a separate and independent agreement and does not replace, modify, or amend the Agreement in any way. Capitalised terms used in this PSA that are not defined herein have the same meaning as set forth in the MSA. In the event of a conflict between any SOW, this PSA, and the MSA, the following order of precedence will control: (a) the SOW, (b) this PSA, and (c) the terms as stated in the MSA.

2. Interpretation. For purposes of this PSA and except as provided herein, (a) the terms "MSA" and "Agreement" in the MSA mean this PSA; (b) the term "Service" in the MSA means "Professional Services;" provided that the term "Service" as used in this PSA has the unmodified meaning set forth in the MSA; (c) the term "Order Form" in the MSA means "SOW;" (d) the terms "fees" and "Subscription Fees" in the MSA mean "Professional Services Fees;" (e) the terms "Customer Data" or "Customer Content" in the MSA mean "Professional Services Data;" and (f) the term "Signature Document" in the Tax clause of the MSA means "applicable SOW." Any reference in this PSA to a clause title may refer to a similarly titled clause. This Clause does not apply to the DPE or Business Associate Exhibit. Neither the SLA nor any Service Credits apply to this PSA or to any Professional Services. Other replacement terms are set forth herein.

3. Provision of Professional Services. Workday will provide the Professional Services specified in each SOW. All changes to a SOW, including any changes to the Professional Services Fees, will be described in a mutually agreed document signed by the parties (a "**Change Order**").

4. Invoices & Payment. The MSA Clause titled "Invoices & Payment" applies to this PSA except that (a) the references to the Indemnification and Termination clauses of the MSA refer to the clauses in this PSA titled "Warranty, Remedies & Disclaimer," "Indemnification," and "Termination;" and (b) except for Professional Services Fees subject to a reasonable and good faith dispute, if a payment is more than 30 days past due and Workday has provided at least 30 days' written notice to Customer, Workday may suspend the Professional Services, without liability to Customer, until such amounts are paid in full.

5. Customer Obligations. Customer has sole responsibility for (a) obtaining and verifying it has all authorisations, consents, and rights necessary for Workday and its subcontractors to Process Personal Data as reasonably required to perform Workday's obligations hereunder; (b) the accuracy, quality, and legality of all Professional Services Data provided or made available to Workday to use in performing its obligations hereunder; and (c) ensuring compliance with the PS Agreement by its Affiliates, Authorised Parties, and subcontractors, where any breach of the PS Agreement by any of the foregoing will be deemed to be a breach by Customer. Customer will not use any Workday Property in violation of Laws.

6. Proprietary Rights. The MSA Clause titled "Proprietary Rights" applies to this PSA except that:

6.1 the subclause titled "Workday Ownership" is replaced with the following: "(b) Workday Ownership and Customer License. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title, and interest to the Workday Property." Workday grants Customer a royalty-free, non-exclusive, non-sublicensable, and non-transferable (except as permitted by the clause of the MSA titled "Assignment") licence to use the Workday Property incorporated into any Deliverable and Custom Integration (collectively, "**Incorporated Workday IP**") solely for the internal business purposes of Customer and its Affiliates in connection with their authorised use of the Service as set forth in the MSA (the "**Licence**")"; and

6.2 excluding the express rights granted in the Licence, with respect to any Workday Property, Customer will not engage, directly or indirectly, in any of the activities prohibited in the subclause of the MSA titled "Restrictions."

7. Warranty, Remedies & Disclaimer. This Clause replaces the clauses of the MSA titled "Warranties." Each party warrants that it has the authority to enter into this PSA and, in connection with its performance of this PSA, will comply with all Laws. Workday warrants that: (a) it will perform the Professional Services with reasonable skill and care, and (b) the professional staff it assigns to perform Professional Services will be competent and properly

qualified (the "Professional Services Warranty"). If Workday breaches the Professional Services Warranty, Workday will correct deficiencies at no additional charge to Customer, provided Customer gives Workday written notice of any deficiencies within thirty (30) days of delivery by Workday. If Workday is unable to correct the deficiencies after good faith and reasonable endeavours, Workday will refund Customer prorated amounts paid for the defective portion. The Clause of the MSA titled "Disclaimer" applies to this PSA, subject to Clause 2 (Interpretation). In addition, Workday does not warrant that any of the Professional Services or Deliverables provided will be error free or uninterrupted. Customer's exclusive remedy and Workday's sole liability for breach of the Professional Services Warranty are described in this Clause.

8. Use of Subcontractors. In the course of providing the Professional Services, Workday is permitted to subcontract to any Workday Affiliate(s) and/or third parties ("**Subcontractors**"). Workday will be responsible for the acts and omissions of any Subcontractor in connection with its performance hereunder to the same extent as if the acts and omissions were performed by Workday. Customer agrees that Workday is permitted to provide any information to the applicable Subcontractors that is necessary to provide and administer the Professional Services. The terms of the DPE apply to Subcontractors to the extent they process Personal Data. Such Subcontractors are referred to in the DPE as "Subprocessors." The Subprocessor List (currently located at https://www.workday.com/en-us/legal/subprocessors.html) identifies Workday's Subprocessors as of the most recent update thereto.

9. Protection and Security of Professional Services Data. For purposes of this PSA, the clause of the MSA titled "Unauthorised Disclosure" applies to Professional Services Data processed by Workday in providing Professional Services. The relevant terms of the Security Exhibit and DPE apply to this PSA. If Customer's DPE or Security Exhibit does not expressly cover Professional Services Data, "DPE" will mean the UDPE, and "Security Exhibit" has the meaning set forth below.

10. Indemnification.

10.1 The provisions of the MSA specifying Workday's indemnification obligations apply to this PSA as follows: (a) "Deliverable" replaces "Service;"(b) without limiting the exclusions to indemnification set forth in the MSA, Workday will not be required to indemnify to the extent the Claim arising from information or requirements furnished by Customer; and (c) Customer's remedy for Workday's infringement is that if Customer is prevented from using a Deliverable, or Workday reasonably believes it will be prevented, Workday may, at its sole option and sole liability, and as Customer's sole remedy, (i) obtain for Customer the right to continue to use the Deliverable; (ii) replace or modify the Deliverable so that it is no longer infringing; or (iii) if neither of the foregoing options is reasonably available to Workday, it will refund any fees paid by Customer for such Deliverable, and either party may terminate the applicable SOW or this PSA.

10.2 Any obligations of Customer to indemnify Workday under the MSA apply to this PSA with respect to any third party Claim alleging that Workday's use as, reasonably required to perform the Professional Services, of any Professional Services Data or other data or material provided to Workday by Customer, its Affiliates, or its Authorised Parties infringes or misappropriates such third-party's Intellectual Property Rights.

10.3 The terms and conditions of the MSA to obtain indemnification apply to this PSA.

11. Limitation of Liability and Damages. For purposes of this PSA:

11.1 The clause of the MSA titled "Limitation of Liability" is replaced by the following clause:

"Limitation of Liability. Except with respect to the exceptions to the limitation of liability set forth in the MSA, in no event will either party or its affiliates' total aggregate liability arising out of or related to this PSA, whether in contract, tort or otherwise, exceed the Professional Services Fees paid or payable for the Professional Services performed under the SOW from which the Claim arose ("General Cap"). The Enhanced Cap set forth in the MSA will apply (up to 24 months of Subscription Fees) for either party's breach of its security, privacy, and/or confidentiality obligations under this PSA; provided that any and all damages awarded to the other party under the Enhanced Cap of this PSA will decrease on a like for like basis the amount of damages available to such party under the Enhanced Cap of the MSA."

11.2 The clause of the MSA titled "Exclusion of Damages," or "Exclusion" is not superseded by this Clause.

12. **Term**. For purposes of this PSA, this clause replaces the clause of the MSA titled "Term" or "Term of Agreement." This PSA is effective from the Effective Date through Term of the MSA unless earlier terminated as provided herein.

13. **Termination**. For purposes of this PSA, this clause replaces the clause of the MSA titled "Termination."

13.1 Unless agreed by the parties in a SOW, Customer may terminate this PSA or any SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this PSA or any SOW for cause (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, immediately for the reasons a party may immediately terminate the MSA. If: (i) Customer repeatedly fails to timely perform its obligations under this PSA or such SOW, or (ii) the information provided by Customer to Workday is materially inaccurate or incomplete, Workday may, in good faith, determine that Customer's breach is material and not capable of cure. In addition, this PSA will terminate automatically upon termination of the MSA. Termination of this PSA automatically terminates all SOWs hereunder, unless expressly agreed by the parties in writing. A SOW may contain additional grounds upon which either party may terminate the SOW.

13.2 Upon termination of this PSA or any SOW, Workday will immediately cease performance of all Professional Services under the terminated document(s) and Customer will pay Workday within thirty (30) days of the effective date of termination for all Professional Services performed by Workday and all T&E incurred under the terminated document(s) up to the effective date of termination. All provisions of this PSA survive any termination or expiration of the MSA and/or this PSA, except for Workday's obligations to provide Professional Services. If Customer terminates a fixed fee SOW, the unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis and no refunds will be provided.

13.3 Notwithstanding any other provision herein to the contrary, no termination or breach of this PSA or any SOW hereunder by either party for any reason will terminate or give either party the right to terminate the MSA or any Order Forms thereto, or the right to seek or collect damages thereunder.

14. **Deletion of Professional Services Data**. Workday will delete the Professional Services Data by deleting Customer's files on the File Transfer Server. Workday is not required to remove copies of the Professional Services Data from its backup files until such time as the backup files are scheduled to be deleted and will continue to protect such Professional Services Data in accordance with the MSA until it is deleted.

15. **Governing Law and Jurisdiction**. This PSA is governed exclusively by the laws of jurisdiction applicable to the MSA. The parties irrevocably submit to the exclusive jurisdiction of the courts or other tribunal specified in the MSA.

16. **PSA Additional Terms**. The PSA Additional Terms in Appendix 1 are incorporated into this PSA. In the event of a conflict between the terms of the body of this PSA and Appendix 1, the terms in this Appendix 1 will control.

17. **Definitions**.

"**Business Associate Exhibit**" means the Business Associate Exhibit or Business Associate Agreement (as applicable) between the parties, if any.

"**Custom Integration**" means any integration or interface between any third party application or service provider and the Service that are developed by (a) Customer or a third party acting on Customer's behalf pursuant to a separate third party agreement ("**Customer-provided Custom Integration**"), or (2) Workday pursuant to a SOW (a "**Workday-developed Custom Integration**"). Custom Integrations are deployed, maintained, and supported by Customer and are not part of the Service.

"**Deliverables**" means the training, specifications, configurations, implementation, data conversions, workflow, integrations, performance capabilities, and any other activity or document to be provided to Customer by Workday under a SOW.

"**File Transfer Server**" means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday.

"**MSA**" means the agreement so named or the primary subscription agreement between Customer and Workday or a Workday Affiliate.

"**Personal Data Breach**," if not defined in the DPE, means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

"**PS Agreement**" means this PSA and any other appendices, exhibits, addenda, or attachments hereto, and any fully executed SOW.

"**Professional Services**" means the professional services and any Deliverables to be provided by Workday as specified in a SOW.

"**Professional Services Data**," if not defined in the DPE, means electronic data or information that is provided to Workday hereunder for the purpose of being input into a Service, or any other Covered Data accessed within or extracted from a Service to perform the Professional Services.

"**Professional Services Fees**" means the amounts to be paid for the Professional Services as set forth in the applicable SOW.

"**Security Exhibit**" means the Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

"**SOW**" means each separate statement of work fully executed by the parties that refers to this PSA.

"**UDPE**" means Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE.

"**Workday Property**" means the Deliverables and Workday-developed Custom Integrations (excluding Customer Confidential Information contained therein), recommendations, ideas, techniques, know-how, methodologies, designs, programs (including custom-developed programs), computer algorithms, technical information, development tools, processes, integrations, enhancements, training, specifications, configurations, implementation, data conversions, workflows, performance capabilities, domain names, and all other documents, information, and material developed at any time by Workday and co-developed by the parties hereunder, including all Intellectual Property Rights therein.

Appendix 1
PSA Additional Terms

Country or Area of Customer's Registered Office	PSA Additional Terms
Australia	"**UDPE**" means the UDPE as described in the main body of the PSA together with the Addendum for Australian Customers.
	Consumer Guarantees. This Section is applicable to entities incorporated or otherwise created and existing under the laws of the Commonwealth of Australia or one of its States or Territories. Pursuant to section 64A of the Australian Consumer Law (as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) ("**CCA**")), if and to the extent that Customer has acquired Professional Services as a 'consumer' (as defined in section 4B of the CCA) but the Professional Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then Workday's liability to Customer under each of sections 60, 61 and 62 of the Australian Consumer Law, is limited to either supplying the Professional Services again or payment of the cost of having the Professional Services supplied again. Nothing in this PSA excludes, restricts, or modifies or purports to exclude, restrict or modify any guarantee that applies pursuant to the Australian Consumer Law or any other provision of the CCA which cannot be lawfully excluded, restricted, or modified.
EEA, UK, Middle East, Africa, Mexico	**Limitation of Liability and Damages**. For purposes of this PSA, the clause of the MSA titled "Limitation of Liability" is replaced by the following clause: "Limitation of Liability. Except with respect to the exceptions to the limitation of liability set forth in the MSA, in no event will either party or its Affiliates' total aggregate liability arising out of or related to this PSA, whether in contract, tort or otherwise, exceed the Professional Services Fees paid or payable for the Professional Services performed under the SOW from which the Claim arose ("**General Cap**"). The Enhanced Cap set forth in the MSA will apply (up to 24 months of Subscription Fees) for either party's breach of its security, privacy, and/or confidentiality obligations under this PSA; provided that any and all damages awarded to the other party under the Enhanced Cap of this PSA will decrease on a like for like basis the amount of damages available to such party under the Enhanced Cap of the MSA."